



## **REQUEST FOR PROPOSAL (RFP) Fiber Optic Cabling Services**

**County of San Bernardino  
Public Works Department  
825 East Third Street  
San Bernardino, CA 92415-0835  
January 2004**

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## **I. Introduction**

### **A. Purpose**

The County of San Bernardino Public Works Department, (hereinafter referred to as "County") is inviting responses from qualified vendors to provide telecommunications fiber backbone and horizontal cabling system services.

It is the intent of the County to establish a mutually beneficial relationship with a Vendor who can provide these services as required by the Specifications, and Terms and Conditions of this RFP to County locations as needed.

### **B. Period of Contract**

The term of the Contract is for two years with one (1) year extension based on satisfactory performance for a maximum of three (3) years, to commence on the date of approval by the County Board of Supervisors and ending on September 30, 2006.

### **C. Mandatory Vendor Requirements**

All Vendors must:

1. Have a minimum of three (3) continuous years of experience in having provided telecommunications fiber backbone and horizontal cabling system services to similar size governmental agencies and/or private companies.
2. Have a representative at the mandatory proposal conference as referenced in this RFP.
3. Must be currently licensed to do business in California, which will be validated by you providing copies of any licenses and/or certifications you maintain with proposal.
4. Provide five (5) references from other customers that can confirm your performance in a similar size environment. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on **Attachment E - References**.
5. Vendor may not have declared any form of Bankruptcy in the last five (5) years.
6. Meet other presentation and participation requirements listed in this RFP.
7. Submit proposal in the manner as stated in Section VI of this proposal.

### **D. Mandatory Proposal Conference**

There will be a Mandatory Proposal Conference at the Department of Public Works, **Hearing Room**, 825 East Third Street, San Bernardino, California, at **10 a.m. (PST) on Tuesday, February 24, 2004**. **Attendance at the conference is mandatory.** Proposals will not be accepted from a vendor who fails to attend the proposal conference. The County may issue an addendum to the RFP after the proposal conference, if the County considers that additional clarifications are needed. Only those vendors represented at the proposal conference will receive addenda.

### **E. Questions**

Questions regarding the contents of this RFP must be submitted in writing on or before **12 Noon (PST) on Friday, February 27, 2004**, and directed to the individual listed in Section I, Paragraph F. All questions will be answered and posted to the Internet on Wednesday, March 3, 2004.

**F. Correspondence**

All correspondence, including proposals, is to be submitted to:

Tim Meyer,  
San Bernardino County Public Works Department  
Public Works Building  
825 East Third Street  
San Bernardino, CA 92415-0835

Fax Number: (909) 387-8130  
Email: [tmeyer@dpw.sbcounty.gov](mailto:tmeyer@dpw.sbcounty.gov)

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

**G. Admonition to Vendors**

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

**H. Proposal Submission Deadline**

All proposals must be received at the address listed in Section I, Paragraph F, no later than **4 p.m. on Tuesday, March 9, 2004**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

**II. Proposal Timeline**

Release of RFP	February 2004
Mandatory Proposal Conference	10 a.m. (PST) on Tuesday, February 24, 2004
Deadline for Submission of Questions	Friday, February 27, 2004
Responses to Questions Posted to Internet	Wednesday, March 3, 2004
Deadline for Proposals	4 p.m. (PST) on Tuesday, March 9, 2004
Tentative Date for Awarding Contract	March 2004

**III. Proposal Conditions**

**A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals.

**B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

**C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

**D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred by vendors in the preparation of a proposal in response to this request and vendors agree that all costs incurred by vendors in developing this proposal are the vendor's responsibility.

**E. Negotiations**

The County may require the potential Vendor/Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

**F. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

**G. Alternate Proposals**

The County will consider any and all proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all proposals.

**H. Formal Contract**

Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

**I. Final Authority**

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

**\* \* END OF THIS SECTION \* \* \***

#### **IV. Scope of Work**

##### **A. Background**

San Bernardino County is geographically the largest County in the continental United States, covering 20,106 square miles. The County borders Riverside, Los Angeles, and Orange counties and the states of Arizona and Nevada, with the northern end in the Mojave Desert.

The Department of Public Works is seeking responsible bids from qualified vendors to configure and install the cabling infrastructure system and subsystem components to include cable, fiber, termination hardware, supporting hardware, and the miscellaneous materials that the Vendor will require to install a complete Cat 6 horizontal and fiber backbone telecommunications infrastructure system with up to 400 connections.

##### **B. Vendor Responsibilities**

1. Vendor will provide all labor, supplies, and equipment necessary to fulfill all the requirements of this proposal. All personnel must be adequately trained and supervised.
2. Possess and maintain all appropriate permits and licenses necessary in the performance of services required under this proposal. Vendor will provide copies of licenses upon request.
3. Maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Fulfill standard contract requirements, including indemnification and insurance, required by the County.

##### **C. Vendor Qualifications**

Vendors must be AMP NETCONNECT authorized NETCONNECT Design & Installation (ND&I) contractors authorized to register the project with Tyco Electronics, be able to perform the installation in accordance with Tyco requirements, and provide all of the proper test data and documentation to Tyco Electronics to ensure the AMP NETCONNECT 25-Year System Warranty. **This requirement may be substituted with a single manufacturer solution of equal or higher quality.** All proposed solutions must be in compliance with ANSI/TIA/EIA 568-A and IEC/ISO 11801 standards.

##### **D. Vendor's Guarantee**

The Vendor guarantees its fiber optic cabling service will be satisfactory to the County, as required in this agreement. If the County is dissatisfied with the Vendor's services, the County has the right to terminate any agreement for service resulting from this document and be relieved of the obligation of continuing with the agreement.

##### **E. Cable Mining**

Vendor shall perform cable mining operations on existing Cat 5 cable once new system is successfully installed.

**\* \* \* END OF THIS SECTION \* \* \***

**V. Contract Requirements**

**A. General**

**1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**2. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**3. Representation of the County**

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**4. Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the Primary contact is not available.

**5. Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**6. Subcontracting**

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

**7. Agreement Assignability**

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

**8. Agreement Amendments**

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

**9. Termination for Convenience**

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

**10. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B, Indemnification.

**11. Venue**

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-part, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

**12. Jury Trial Waiver**

Vendor and County hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Vendor against County or County against Vendor on any matter arising out of, or in any way connected with this Contract, the relationship of Vendor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

**13. Licenses and Permits**

Vendor shall ensure that it maintains in full force and affect all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations.

The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this contract.

**14. Notification Regarding Performance**

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

**15. Conflict of Interest**

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

**16. Improper Consideration**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.



**17. Employment of Former County Officials**

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

**18. Inaccuracies or Misrepresentations**

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**19. Recycled Paper Products**

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

**20. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, A, 9 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

**21. Release of Information.**

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

**22. County Hours**

Some County departments adopted hours other than the 8:00 a.m. to 5:00 p.m. standard. These departments will notify vendor of the modified work schedule to allow proper billing. Such modified 40-hour workweek will NOT result in overtime billing.

**B. Indemnification and Insurance Requirements**

**1. Indemnification**

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

**2. Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- a. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);
- b. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**
- c. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

**3. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**4. Waiver of Subrogation Rights**

The Vendor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

**5. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**6. Proof of Coverage**

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

**7. Insurance Review**

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

**\* \* \* END OF THIS SECTION \* \* \***

## **VI. Proposal Submission**

### **A. General**

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."

### **B. Proposal Presentation**

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and five (5) copies, total of eight (6), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP Number, RFP Title, and Proposal Due Date.
3. Hand carried proposals may be delivered to the address above only between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

### **C. Proposal Format**

Vendors must provide the following information in the following format:

#### **1. Cover Page**

Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.

#### **2. Table of Contents**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

#### **3. Statement of Experience**

Include the following in this section of the proposal:

- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
- b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
- c. A statement that the prospective Contractor has a demonstrated capacity to perform the required services.

#### **4. Mandatory Vendor Requirements**

Complete, initial, sign and include in the submitted proposal, Mandatory Vendor Requirements, Attachment B.

**5. Exceptions to RFP**

Complete Attachment C and include in submitted proposal.

**6. References**

Provide three (3) references from other agencies, two (2) of which should be government agencies, that you have established a contract for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on Attachment E - References.

**7. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**8. Vendor's Financial Capability**

- a. Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
- b. Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Proposer's financial institution indicating the Proposer can carry up to sixty (60) days worth of invoices before obtaining payment.

**9. Statement of Certification**

Complete, initial, sign, and include in the submitted proposal, Statement of Certification, **Attachment D.**

**10. Proposal Description**

Provide a detailed description of the proposal.

- a. Brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.
- b. Brief narrative description of the proposed plan to achieve the Scope of Work, Section IV.
- c. Mandatory Vendor Requirements – Completed, initialed, and signed Mandatory Vendor Requirements, **Attachment B.**

**11. Employment of Former County Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

**12. Cost Sheet**

Complete proposed cost on **Attachment F** - Proposed Cost Sheet. For evaluation purposes, please provide pricing for Fiber Optic Cabling Services. This is a sampling of the typical Cabling Service that would be included in this contract. This is not meant to be all-inclusive.

**13. Insurance**

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

**\*\*\* END OF THIS SECTION \*\*\***

## **VII. Evaluation Process**

### **A. General**

All proposals will be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of appropriate County personnel from multiple stakeholder departments, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

### **B. Evaluation Criteria**

#### **1. Initial Review**

- a. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
- b. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFP.
- c. Prospective Vendors must have attended the Mandatory Proposal Conference.
- d. Prospective Vendors must meet the requirements as stated in the Mandatory Vendor Requirements as outlined in **Attachment B**.
- e. Prospective Vendors must provide three (3) references from other agencies that they have provided the same or similar service as being requested in this RFP, **Attachment E**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

#### **2. Final Review**

Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Proposed cost, **Attachment F** - Proposed Cost.
- b. Vendor's qualifications and experience in providing these services.
- c. Vendor's financial stability. This review will be based upon Vendor provided business financial statements.
- d. Vendor's proposed plan to achieve the Scope of Work, as outlined in Section IV.
- e. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

### **C. Contract Award**

1. Contract(s) will be awarded based on a competitive selection of proposals received. A recommendation will be made to the Board of Supervisors. The Board makes the ultimate determination regarding award of contract.
2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.
3. It is anticipated that the County will award one or more contracts for Cabling Service. The County may, if it desires, use its discretion to award these contracts on the basis of classifications, departments or locations in order to serve the interests and needs of the County. An award of contract does not guarantee that Vendor will receive any assignments. Assignments will be chosen by individual departments to meet their needs. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

**D. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Public Works. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Ken Miller, Director  
County of San Bernardino  
Public Works Department  
825 E. Third Street  
San Bernardino, CA 92415-0835



**ATTACHMENT A – COVER PAGE**

**PROPOSAL FOR FIBER OPTIC CABLING SERVICES**

**VENDOR'S NAME** (*name of firm, entity or organization*):

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**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

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**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

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**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

☐ Corporation    ☐ Partnership    ☐ Proprietorship    ☐ Joint Venture

☐ Other (explain): \_\_\_\_\_

If Corporation,      Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

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VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**ATTACHMENT B- MANDATORY VENDOR REQUIREMENTS**

**The following requirements apply to all prospective vendors.**

	<b>Requirement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	Have a minimum of three (3) continuous years of experience in having provided telecommunications fiber backbone and horizontal cabling system service to large government agencies and/or private companies. Vendors must be AMP NETCONNECT authorized NETCONNECT Design & Installation (ND&I) contractors authorized to register the project with Tyco Electronics, be able to perform the installation in accordance with Tyco requirements, and provide all of the proper test data and documentation to Tyco Electronics to ensure the AMP NETCONNECT 25-Year System Warranty. <b>This requirement may be substituted with a single manufacturer solution of equal or higher quality.</b> All proposed solutions must be in compliance with ANSI/TIA/EIA 568-A and IEC/ISO 11801 standards.		
2.	Have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP).		
3.	Must be currently licensed to do business in California, which will be validated by you providing copies of any licenses and/or certifications you maintain with proposal.		
4.	Provide three (3) references from other agencies, two (2) of which should be government, that you have established a contract with for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information <b>must</b> be included on <b>Attachment E – References</b> .		
5.	Vendor may not have declared any form of Bankruptcy in the last five (5) years.		
6.	Meet other presentation and participation requirements listed in this RFP.		
7.	Submit proposal in the manner as stated in Section VI of this proposal.		

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT C – EXCEPTIONS TO RFP**

**SAN BERNARDINO COUNTY PUBLIC WORKS DEPARTMENT**  
**Fiber Optic Cabling Services**

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CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# (     ) \_\_\_\_\_ FAX # (     ) \_\_\_\_\_

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:  
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT D – STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of our proposal for Fiber Optic Cabling Services in response to County of San Bernardino RFP No. DWP03-03

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Company

**ATTACHMENT E - REFERENCES**

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

\*Enter “**Present**” if still providing the services.

**ATTACHMENT F – Proposed Cost Sheet**

<b>CAT 6 PLENUM DROPS</b>	<b>CAT 6 48 PORT PATCH PANEL</b>	<b>CAT 6 24 PORT PATCH PANEL</b>	<b>SQUARE FOOTAGE OF DROP CEILING</b>	<b>2'x4' FLOURESCENT LIGHTING</b>	<b>VERTICAL WIRE MANAGEMENT</b>	<b>HORIZONTAL WIRE MANAGEMENT</b>	<b>10' CAT 6 PATCH CORDS</b>

  

<b>5' CAT 6 PATCH CORDS</b>	<b>RACEWAY</b>	<b>CAT 6 JACKS</b>	<b>2-PORT FACEPLATES</b>	<b>4-PORT FACEPLATES</b>	<b>Buss Bar</b>	<b>Equipment Racks</b>	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Company